TAB 4

APPENDIX 1 TO THE PRICING ATTACHMENT[1]

VERIZON VIRGINIA INC. and MCIm [2]

A. INTERCONNECTION [3] Service or Element Description:	Recurring Charges:	Non-Recurring Charges[4]:
I. Intercarrier Compensation	See Amendment 1 Terms.	
II. Entrance Facilities and Transport for Interconnection Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	See Amendment 1 Terms.	See Amendment 1 Terms.

1 In the event this Appendix 1 refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix 1 shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide. The Parties acknowledge that the rates and charges set forth in this Appendix 1 are subject to change pending decision(s) with respect to *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration,* CC Docket Nos. 00-218 and 00-251 ("Pricing Arbitration). Further, nothing in this Appendix 1 shall be construed or used to waive, limit or interpret any arguments, positions, or statements by either Party in any regulatory, judicial, or legislative proceeding, including the Pricing Arbitration.

2 If the charges for a service, facility or arrangement that is to be provided under the Agreement are not set out in this Appendix 1 or provided for elsewhere in the Agreement, then the charges for such service, facility or arrangement shall be mutually agreed to by the Parties in writing.

3 All rates and charges specified herein are pertaining to the Interconnection Attachment.

4 All non-recurring rates shown with a double asterisk in the pricing schedule may be subject to a design time adjustment. Pursuant to the Wireline Competition Bureau's directive *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, released August 29, 2003, at para. 593, both Parties are required to negotiate further a design time adjustment. If the Parties are unable to reach a negotiated agreement on such adjustment within 30 calendar days after the date the Parties submit this Amendment to the Bureau, they may seek further arbitration of this issue. Once nonrecurring rates for these designed elements are established, this Appendix 1 shall be amended to set forth such new nonrecurring rates and, in any case, such new rates will be subject to a true-up that will be calculated for the period beginning on the effective date defined by the Bureau's Memorandum Opinion and Order released January 29, 2004, at para 42, provided that this Order has not otherwise been stayed, modified or reversed on appeal with respect to the design time adjustment.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Exchange Access Service		
Interstate	Per Verizon-FCC Tariff number 1 as amended from time to time.	
Intrastate	Per Verizon- VA S.C.C.-Va. – No. 217 as amended from time to time.	
III. Fiber Meet Arrangements	To be charged in accordance with the requirements of the Interconnection Attachment.	
IV. Tandem Transit arrangements for Tandem Transit Traffic between MCIm (as the originating carrier) and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable when Meet Point Billing Arrangement applies; separate trunks required for the MPB Arrangement, i.e., separate IXC subtending trunks)		
Tandem Switching	Per VERIZON Tariff F.C.C. No. 1, Section 6 and VERIZON Virginia, Inc Tariff S.C.C. VA No. 217 Section 6	Not Applicable
Tandem-Switched Transport	Per VERIZON Tariff F.C.C. No. 1, Section 6 and VERIZON Virginia, Inc Tariff S.C.C. VA No. 217 Section 6	Not Applicable
Transit Service Billing Fee	Five (5) percent of the Tandem Switching charges and the Tandem-Switched Transport charges assessed during the billing period for traffic exchanged with the relevant third party carrier.	
Transit Service Trunking Charge (for each relevant third party carrier)	The rate for Dedicated Tandem Trunk Port Charge, based upon the rates/rate elements as set forth in the Verizon FCC Interstate Tariff No. 1, at a DS1 equivalent.	

B. UNBUNDLED NETWORK ELEMENTS[5]

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Unbundled Dedicated Transport -		
A. Interoffice Transport		
Option 1 (Multiplexing & DCS in the middle).	**VZ PROPOSES TO ADD HIGHLIGHTED PHRASE. MCI PROPOSES TO DELETE HIGHLIGHTED PHRASE. Dispute #7**	
DS-1	$41.85/Month (includes both ends) $3.02/Mile	**DS1:** $8.14** Install, per line. $0.49** Disconnect, per line
DS-3	$314.10/Month (includes both ends) $42.71/Mile	**DS3:** $8.14** Install, per line. $0.49** Disconnect, per line
STS-1	$317.80/Month (includes both ends) $42.93/Mile	**STS-1:** Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line

5 All rates and charges specified herein are pertaining to the Network Elements Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

Verizon proposes to include the recurring and nonrecurring rates for OCn.
MCI proposes to delete these rates and add a footnote.
Dispute #11

	Recurring Charges:		Non-Recurring Charges:	
	VERIZON:	MCI:	VERIZON:	MCI:
OC-3[6]	$1,119.65/Month (includes both ends) $141.71/Mile	Add footnote.	Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line	Add footnote.
OC-12[6]	$3,409.49/Month (includes both ends) $317.73/Mile	Add footnote.	Option 1 DS3 IOF Install NRC shall apply, per line Option 1 DS3 IOF Disconnect NRC shall apply, per line	Add footnote.

Verizon proposes to include the recurring and nonrecurring rates for OCn.
MCI proposes to delete these rates and add the footnote below.
Dispute #11

6 Notwithstanding the terms in the Agreement except for the change of law provision in Section 4.4 of the General Terms and Conditions, MCIm does not have the right to obtain from Verizon, and Verizon does not have the obligation to provide to MCIm, OCn Interoffice Transport, OCn Entrance Facilities, Feeder DS3 Sub-Loop, and Dark Fiber. As such, there is no rates for these items in this Appendix 1.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Option 2 (DCS in the middle only).	**VZ PROPOSES TO ADD HIGHLIGHTED PHRASE. MCI PROPOSES TO DELETE HIGHLIGHTED PHRASE. Dispute #7**	
DS-1	$27.39/Month (includes both ends) $3.02/mile	**DS1:** $8.14** Install, per line. $0.49** Disconnect, per line
DS-3	$314.10/Month (includes both ends) $42.71/mile	**DS3:** $8.14** Install, per line. $0.49** Disconnect, per line
STS-1	$317.80/Month (includes both ends) $42.93/Mile	**STS-1:** Option 2 DS3 IOF Install NRC shall apply, per line Option 2 DS3 IOF Disconnect NRC shall apply, per line

Verizon proposes to include the recurring and nonrecurring rates for OCn.
MCI proposes to delete these rates and add a footnote.
Dispute #11

	Recurring Charges:		Non-Recurring Charges:	
	VERIZON:	MCI:	VERIZON:	MCI:
OC-3[6]	$1,119.65/Month (includes both ends) $141.71/Mile	Add footnote.	Option 2 DS3 IOF Install NRC shall apply, per line Option 2 DS3 IOF Disconnect NRC shall apply, per line	Add footnote.
OC-12[6]	$3,409.49/Month (includes both ends) $317.73/Mile	Add footnote.	Option 2 DS3 IOF Install NRC shall apply, per line Option 2 DS3 IOF Disconnect NRC shall apply, per line	Add footnote.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Option 3 (Multiplexing in the middle only).	**VZ PROPOSES TO ADD HIGHLIGHTED PHRASE. MCI PROPOSES TO DELETE HIGHLIGHTED PHRASE. Dispute #7**	
DS-1	$53.80/Month (includes both ends) $3.02/mile	**DS1**: $8.14** Install, per line. $0.49** Disconnect, per line
DS-3	$295.23/Month (includes both ends) $42.71/mile	**DS3**: $8.14** Install, per line. $0.49** Disconnect, per line
STS-1	$298.94/Month (includes both ends) $42.93/Mile	**STS-1**: Option 3 DS3 IOF Install NRC shall apply, per line Option 3 DS3 IOF Disconnect NRC shall apply, per line

Verizon proposes to include the recurring and nonrecurring rates for OCn.
MCI proposes to delete these rates and add a footnote.
Dispute #11

	Recurring Charges:		Non-Recurring Charges:	
	VERIZON:	MCI:	VERIZON:	MCI:
OC-3[6]	$1,058.68/Month (includes both ends) $141.71/Mile	Add footnote.	Option 3 DS3 IOF Install NRC shall apply, per line Option 3 DS3 IOF Disconnect NRC shall apply, per line	Add footnote.
OC-12[6]	$3,409.49/Month (includes both ends) $317.73/Mile	Add footnote.	Option 3 DS3 IOF Install NRC shall apply, per line Option 3 DS3 IOF Disconnect NRC shall apply, per line	Add footnote.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
VZ PROPOSES TO INCLUDE RATES FOR MULTIPLEXING AND DCS AT TERMINATION. MCI PROPOSES NOT TO INCLUDE RATES FOR MULTIPLEXING AND DCS AT TERMINATION Under MCI's proposal, Footnote 6 would also be deleted. Dispute #7		
B. Multiplexing[7].		Both DS1/0 and DS3/1 Muxing:
DS-1 to Voice Grade Multiplexing	$53.77/Month	$441.42 Connect $43.66 Disconnect
DS-3 to DS-1 Multiplexing	$185.73/Month	
Digital Cross-Connect System		
Service Establishment	Not Applicable	$1683.85/Request
Service Disconnect		$84.06/Request
DS-0 Cross-Connect	$20.03/Port/Month	Port Installation: $20.90/Port Port Disconnect: $3.37/Port
DS-1 Cross-Connect	$69.95/Port/Month	Port Installation: $20.23/Port Port Disconnect: $10.12/Port

II. Common Transport

Fixed - Common	$.000054/MOU	Not Applicable
Per Mile	$.000002/MOU/Mile	Not Applicable

[7] Multiplexing at the termination of dedicated transport is only available in conjunction with options 1, 2, 3 above.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Dedicated Transport - **A. Entrance Facilities**[8]		
DS-1 Entrance Facility	$62.05/Month	**DS1**: DS1 IOF Install NRC shall apply, per line DS1 IOF Disconnect NRC shall apply, per line
DS-3 Entrance Facility	$412.42/Month	**DS3**: DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line
STS-1 Entrance Facility	$414.56/Month	**STS-1**: DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line

[8] Nonrecurring Charges for Unbundled Dedicated Transport Entrance Facilities do not apply when ordered at the same time as Unbundled Dedicated Interoffice Transport for the same circuit. In such cases, only the Nonrecurring Charges associated with Unbundled Dedicated Interoffice Transport shall apply.

Verizon proposes to include the recurring and nonrecurring rates for OCn. MCI proposes to delete these rates and add a footnote. Dispute #11				
Service or Element Description:	**Recurring Charges:**		**Non-Recurring Charges:**	
	VERIZON:	MCI:	VERIZON:	MCI:
OC-3 Entrance Facility[6]	$939.79/Month	Add footnote.	DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line	Add footnote.
OC-12 Entrance Facility[6]	$3,026.49/Month	Add footnote.	DS3 IOF Install NRC shall apply, per line DS3 IOF Disconnect NRC shall apply, per line	Add footnote.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
IV. Unbundled Switching[9]		
A. Local Switching Ports		
POTS/PBX/Centrex	$2.83/Port/Month	Line Port (DS0, Analog): $4.65/Install per port $4.28/Disconnect per port
ISDN (BRI) or Centrex Port	$5.99/Port/Month	Line Port (ISLU): $4.65/Install per port $4.28/Disconnect per port
ISDN (PRI)	$118.71/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply

MCI WOULD LIKE TO DELETE THE FIRST SENTENCE OF THIS FOOTNOTE.
VERIZON BELIEVES THAT IT SHOULD BE INCLUDED.
Dispute #14

[9] In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws. Notwithstanding anything to the contrary in any other provision of this Agreement, pursuant to Verizon's declaration in its Application for Authorization to Provide In-Region, InterLATA Services in Virginia, WC Docket No. 02-214 (filed Aug. 1, 2002) and as described in paragraph 114 of the FCC's Memorandum Opinion and Order (FCC 02-297, adopted and released October 30, 2002), the rates for Unbundled Switching established in CC Docket No. 00-218 shall be effective as of August 1, 2002.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
DID/DOD	$5.22/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
IDLC per Interface Group (TR008/GR303) Port (4 DS-1 Terminations per Port)	$243.76/Port/Month	Channelized DS1 Line Port (TR-303-IDT): $19.20**/Install per DS-1 $14.13**/Disconnect per DS-1
Switched DS1 Port (DS 1 Port w/Line Treatment)	$42.37/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
Automatic Identified Outward Dialing (AIOD)	$2.37/Port/Month	$4.65/Install per port $4.28/Disconnect per port

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
SMDI II (Simplified Message Desk Interface) Port	$236.35/Port/Month	$4.65/Install per port $4.28/Disconnect per port
Unbundled Coin Port (UCP)	$3.43/Port/Month	$4.65/Install per port $4.28/Disconnect per port
Unbundled Public Access Line Port (UPALP)	2.83/Port/Month	$4.65/Install per port $4.28/Disconnect per port
B. Unbundled Trunk Ports		
1. Dedicated Trunk Ports		
Dedicated Trunk Port – End Office	Included in Line Port Charge	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
Dedicated Trunk Port - Tandem	$23.72/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
Dedicated Trunk Port - TOPS	$13.73/Port/Month	Channelized DS1 Line Port (TR-303-IDT) NRCs shall apply
2. Common Trunk Ports		
Common Trunk Port – End Office	Included in Line Port Charge	Not Applicable
Common Trunk Port - Tandem	$.000107/MOU	Not Applicable
Common Trunk Port - TOPS	$.000068/MOU	Not Applicable
C. Tandem Switching Usage	$.000020/MOU	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
D. Local Switching Usage		
POTS Originating	Included in Line Port	
POTS Terminating	Included in Line Port	
ISDN Originating Digital Circuit Switched Voice	Included in Line Port	
ISDN Terminating Digital Circuit Switched Voice	Included in Line Port	
ISDN Originating Digital Circuit Switched Data	Included in Line Port	
ISDN Terminating Digital Circuit Switched Data	Included in Line Port	
E. Centrex Features		
UCD	Included in line port	
Intercom & Features	Included in Line Port	
Automatic Route Selection	Included in line port	
Centrex Announcement	$.2488/ month	
Centrex Three-Way Conference	$.1209/ month	
Centrex Automatic Recall (Return Call)	$.0472/ month	
Centrex Distinctive Ringing	$.0010/ month	
Centrex Loudspeaker Paging	$3.0322/month	
Centrex Meet Me Conference	$.0160/month	
Centrex Selective Call Acceptance	$.0105/month	
Centrex Selective Call Forwarding	$.0026/month	
Centrex Selective Call Rejection	$.0112/month	
Centrex Six-Way Conference	$.4418/month	
Centrex Station Message Detail Record (SMDR)	$1.5915/month	
Centrex Repeat Call	$.0936/month	
Centrex Call Transfer - All Calls	$.0054/month	
Centrex Call Waiting Terminating (All Calls)	$.00001/month	
Centrex Directed Call Pick-up with Barge-In (Originating)	$.0007/month	
Centrex Executive Busy Override	$.00003/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Centrex Feature additions, disconnects or changes[10]		$.26 per order
G. Individual ISDN Line Features		
ISDN Intercom	Included in Line Port	
ISDN Announcement	$3.1143/month	
ISDN Six-Way Conference	$.2779/month	
ISDN Three-Way Calling	$.1209/month	
ISDN Call Pickup	$.0001/month	
ISDN Selective Call Rejection	$.0211/month	
ISDN Call Transfer Individual – All Calls (Ftr.578)	$.0168/month	
Calling Name and Number Delivery	$.8535/month/order	
ISDN Line Feature additions, disconnects or changes[10]		$.26 per order
H. Individual Line Features Res/Bus Features		
Call Waiting Display Name and Number	$.0027/month	
Three Way Calling	$.1209/month	
Remote Call Forwarding	$.4794/month	
Calling Number Delivery	$.0029/month	
Calling Number & Name Delivery	$.9312/month	
Anonymous Call Rejection	$.0119/month	
Automatic Recall (Return Call)	$.0945/month	
Call Waiting	$.00002/month	
Automatic Callback (Repeat Call)	$.0936/month	
Individual Line Feature additions, disconnects or changes[10]		$.26 per order

[10] The NRC feature change only applies to additions, disconnects or changes to features after initial Port installation. This charge is applied per order. In addition to the features listed herein, the NRC feature change is applicable for all features available via the requested switch port.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
V. Unbundled Loops		
2 Wire Basic Analog Loops (POTS Loops)	Density Cell: 1 - $11.89/Month 2 - $15.26/Month 3 - $28.43/Month.	POTS/ISDN BRI Loop: $5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line
4 Wire Basic Loop	Density Cell: 1 - $20.08/Month 2 - $26.03/Month 3 - $49.06/Month	4 Wire Loop: $26.92/Migration[11] per line $26.92**/Install per line $19.43/Disconnect per line
ISDN/BRI Loops	Density Cell: 1 - $14.15/Month 2 - $17.09/Month 3 - $30.42/Month	POTS/ISDN BRI Loop: $5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line
DS-1 Loops/ISDN PRI Loops	Density Cell: 1 - $51.13/Month 2 - $65.62/Month 3 - $122.25/Month	DS1 Loop to Customer Premise: $36.88/Migration per line $27.19**/Install per line $19.41**/Disconnect per line
DS-3 Loops	Density Cell: 1-$595.96 2-$595.96 3-$595.96	DS3 Loop to Customer Premise: $33.42/Migration per line $19.32**/Install per line $10.85**/Disconnect per line

[11] The per line Migration NRC applies only to the 2-step migration process as described in paragraph 602 of the FCC Wireline Competition Bureau's order *In the Matter of Petition of Worldcom, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc.*, CC Docket No. 00-218 released August 29, 2003. Pursuant to Section 3.17 under Network Elements Attachment of this Agreement, MCI may, at its option, request a Coordinated Migration, also known as Coordinated Hot Cut or CHC, subject to the non-recurring rates set forth in Part B, Section V(A) of this Appendix 1 ("Coordinated Migration (HotCut)").

VERIZON PROPOSES TO ADD FOOTNOTE. MCI PROPOSES TO DELETE FOOTNOTE.
Dispute #1

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:	
DDS/56 KD Loop	Density Cell: 1 - $13.15/Month 2 - $16.94/Month 3 - $31.56/Month	4 Wire Basic Loop NRCs shall apply.	
Off Premise Extension Unbundled Loop	Density Cell: 1 - $11.89/Month 2 - $15.26/Month 3 - $28.43/Month	$5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line	
VERIZON AND MCI DISPUTE CSS 2-WIRE NRC AS SHOWN BELOW. DISPUTE #5			
Customer Specified Signaling - 2-Wire	Density Cell: 1 - $16.76/Month 2 - $19.69/Month 3 - $32.98/Month	VERIZON: 4 Wire Basic Loop NRCs shall apply.	MCI: 2 Wire Basic Loop NRCs shall apply.
Customer Specified Signaling - 4-Wire	Density Cell: 1 - $20.08/Month 2 - $26.03/Month 3 - $49.06/Month	4 Wire Basic Loop NRCs shall apply.	
2 Wire ADSL Loops	Density Cell: 1 - $11.89/Month 2 - $15.26/Month 3 - $28.43/Month	$5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line $28.70/Manual Loop Qualification, per loop[12]	
2 Wire SDSL Loops	Density Cell: 1 - $11.89/Month 2 - $15.26/Month 3 - $28.43/Month	$5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line $28.70/Manual Loop Qualification, per loop[12]	
2 Wire IDSL Loops	Density Cell: 1 - $11.89/Month 2 - $15.26/Month 3 - $28.43/Month	$5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line $28.70/Manual Loop Qualification, per loop[12]	

[12] Applied pursuant to Sec. 3.14.2 and 3.14.3 of the Network Elements Attachment.

VERIZON BELIEVES THAT THIS FOOTNOTE IS REDUNDANT WITH THE ICA AND THEREFORE UNNECESSARY.
MCI PROPOSES TO ADD FOOTNOTE.
Dispute #13

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire HDSL Loops	Density Cell: 1 - $11.89/Month 2 - $15.26/Month 3 - $28.43/Month	$5.01/Migration[11] per line $4.83/Install per line $4.28/Disconnect per line $28.70/Manual Loop Qualification, per loop[12]
4 Wire HDSL Loops	Density Cell: 1 - $20.08/Month 2 - $26.03/Month 3 - $49.06/Month.	4 Wire Basic Loop NRCs shall apply $28.70/Manual Loop Qualification, per loop[12]

VERIZON AND MCI DISPUTE APPLICABILITY OF LINE STATION TRANSFER NRC. DISPUTE #8		
Line Station Transfer for 2 Wire ADSL, SDSL, IDSL, HDSL Loops and 4 Wire HDSL Loops		$127.28 per Line Station Transfer

Verizon proposes the following section for Coordinated Migration in conjunction with footnote 10. MCI proposes to delete the following section for Coordinated Migration along with footnote 10. DISPUTE #1		
A. Coordinated Migration (HotCut)	Not Applicable	
2 Wire HotCut		2 Wire HotCut: Installation without Premise Visit - $130.70/Loop Installation with Premise Visit - $231.49/Loop
4 Wire HotCut		4 Wire HotCut: Installation without Premise Visit - $121.45/Loop Installation with Premise Visit - $251.27/Loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Digital Designed Loops		
2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal	Rates for 2 Wire ADSL Loops as set forth above shall apply	
		$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $ 42.52 Engineering Work Order Charge $0 Removal of Load Coils Less than 12,000 feet
2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal	Rates for 2 Wire ADSL Loops as set forth above shall apply	
		$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $42.52 Engineering Work Order Charge $0 Removal of Load Coils Less than 18,000 feet
2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options	Rates for 2 Wire ADSL or 2 Wire HDSL Loops as set forth above shall apply, as applicable	
		$416.68/Loop Required Removal of Load Coils greater than 18,000 feet $0 Removal of Load Coils Less than 18,000 feet $70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $42.52 Engineering Work Order Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	Rates for 2 Wire ISDN Loops as set forth above shall apply	
		$416.68 Required Removal of Load Coils greater than 18,000 feet $0 Removal of Load Coils Less than 18,000 feet $34.31 Engineering Query $42.52 Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	Rates for 2 Wire HDSL Loops as set forth above shall apply	
		$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $42.52 Engineering Work Order Charge $0 Removal of Load Coils Less than 12,000 feet
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above shall apply	
		$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $42.52 Engineering Work Order Charge $0 Removal of Load Coils Less than 12,000 feet
2 Wire SDSL compatible Loops with Bridged Tap removal	See rates for 2 Wire SDSL Loops as set forth above shall apply	
		$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $42.52 Engineering Work Order Charge $0 Removal of Load Coils Less than 18,000 feet

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire IDSL Loops as set forth above	
		$70.67/Bridge Tap Per Bridged Tap Removed Less than 2500 Feet. $34.31 Engineering Query $42.52 Engineering Work Order Charge $0 Removal of Load Coils Less than 18,000 feet

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VII. Line Sharing

Rate Element	*$ Amount*	*Mo.*	*NRC*	**Option A*[13]	**Option C VERIZON installs/ CLEC vendor installs*	
Verizon proposes to add language regarding potential application of collo rates. MCI proposes to delete language regarding potential application of collo rates. DISPUTE #9						
Application Fee	As Applicable per VA S.C.C No. 218 as amended from time to time		X	(1)	(1)	(1)
Engineering & Implementation Fee/Administration Fee	As Applicable per VA S.C.C No. 218 as amended from time to time		X	(1)	(1)	(1)
Splitter Installation	$1,565.08 per shelf		X	Not applicable	(1)	
Option A Administration and Support of Splitter	$0 per shelf	X		(1)		
Option C Administration and Support of Splitter	$4.77 per shelf	X			(1)	(1)
Splitter Equipment and Support	$3.98 per shelf	X			(1)	(1)
Verizon proposes to add language regarding potential application of collo rates. MCI proposes to delete language regarding potential application of collo rates. DISPUTE #9						
Collocation Cross-Connect per 100 VG Pairs	As Applicable per Verizon VA S.C.C No. 218 as amended from time to time	X	X	(2) Two 100 pair increment charges apply per 100 Line Sharing/Line Splitting lines	(2) Two 100 pair increment charges apply per 100 Line Sharing/Line Splitting lines	(2) Two 100 pair increment charges apply per 100 Line Sharing/Line Splitting lines
SPOT Bay Frame & Terminations per 100 VG Pairs	As Applicable Per Verizon VA S.C.C. No. 218 as amended from time to time	X	X	(2) Two 100 pair increment charges apply per 100 Line Sharing/Line Splitting lines		
WideBand Test Access	$1.83 per line requested	X		(1)	(1)	(1)

***Both Option A and Option C assume there is an existing Collocation Arrangement.**
(1) = one required (2) = two required

[13] Option A: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area. Option C: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

Rate Element	$ Amount	Mo.	NRC	Option A	Option C VERIZON installs/ CLEC vendor installs	
Line Sharing Install	$5.93		X	(1)	(1)	(1)
Line Sharing Disconnect	$5.56		X	(1)	(1)	(1)
Mechanized Loop Qualification Data Base	$0 per link	X		(1)	(1)	(1)
SEE ISSUE AT FOOTNOTE 12						
Manual Loop Qualification[12]	$28.70		X	(1)	(1)	(1)
OSS Charges	$.89 per line	X				
Conditioning charges	Per Digital Design Loop Rates		X			

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
VERIZON BELIEVES THAT A REFERENCE TO COLLOCATION RATES IS APPROPRIATE. MCI DOES NOT AGREE WITH THE INCLUSION OF A REFERENCE TO COLLOCATION RATES. Dispute #9		
VIII. Line Splitting	Per rates listed in Section B VII, Section B XIV and Section I.	Per rates listed in Section B VII, Section B XIV and Section I.
IX. Distribution Two Wire Sub-Loop	Density Cell: 1 - $8.49/Month 2 - $15.38/Month 3 - $28.15/Month	**2 Wire Install at the FDI:** $22.58 per line **2 Wire Disconnect at the FDI:** $21.73 per line
Distribution Four Wire Sub-Loop	Density Cell: 1 - $16.69/Month 2 - $30.54/Month 3 - $56.06/Month.	**4 Wire Install at the FDI:** $61.57 per line **4 Wire Disconnect at the FDI:** $37.61 per line
Feeder DS1 Sub-Loop	Density Cell: 1 - $122.70/Month 2 - $136.63/Month 3 - $139.01/Month	**Channelized DS1 Virtual Feeder to RT:** $19.20/Install per line $14.95/Disconnect per line

Verizon proposes to include the recurring and nonrecurring rates for Feeder DS3 Sub-Loop. MCI proposes to delete these rates and add a footnote.
Dispute #11

Service or Element Description:	Recurring Charges:		Non-Recurring Charges:	
	VERIZON:	MCI:	VERIZON:	MCI:
Feeder DS3 Sub-Loop[6]	Density Cell: 1 - $1120.86/Month 2 - $1120.86/Month 3 - $1120.86/Month	Add footnote.	If premises visit not required, initial & each additional loop - $50.89 If a premises visit is required: initial loop installed on that visit $107.50; Each additional loop installed on that visit: $81.63	Add footnote.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
X. Signaling and Databases		
1. SS7		
SS7 Link	$.13/Month/Mile	**SS7 Link (DS0):** $30.44/Install per line $13.70/Disconnect per line **SS7 Link (DS1):** $23.97**/Install per line $7.38**/Disconnect per line
STP Port Termination	$286.98/Month/port	
SS7 STP Global Title Translations 'A Link' Only		30.26**/Install Per Port 30.26**/Disconnect per Port
SS7 STP Message Transfer Part 'A Link' Only		$21.45**/Install per port $20.57**/Disconnect per port
2. 800/888/877 Database		
Basic Query	$.0001367/Query	Not Applicable
Vertical Query	$.0001367/Query	Not Applicable
3. LIDB Validation		
LIDB Point Codes	Not Applicable	$80.93/Point Code
Calling Card	$.019197/Query	Not Applicable
Billed Number Screening	$.019197/Query	Not Applicable
Verizon proposes to include a rate for storage of MCI's data in LIDB. MCI proposes to not include this rate. DISPUTE #10		
Storage of MCIm's Data in LIDB	Not Applicable	$1,381.66/Service Establishment/Request

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
4. AIN Service Creation (ASC) Service		
Developmental Charges		
Service Establishment	Not Applicable	$878.23/Request
Service Creation Access Port	$1405.49/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	$2723.00/24 Hour Day	Not Applicable
b. On-Premise	$2723.00/24 Hour Day	Not Applicable
Certification & Testing	$60.81/Hour	Not Applicable
Help Desk Support	$65.05/Hour	Not Applicable
Service Charges		
Subscription Charge	$3.36/Month	Not Applicable
Database Queries		
a. Network Query	$.00028/Query	Not Applicable
b. MCIm Network Query	$.00028/Query	Not Applicable
c. MCIm Switch Query	$.00028/Query	Not Applicable
Utilization Element	$.00005/ACU	Not Applicable
Service Modification		
DTMF Update	$.01272/Change	Not Applicable
Switch Based Announcement	$.00066/ Announcement	Not Applicable
5. Customized Routing for OS/DA	$.00084/line/month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Network Interface Device (NID)		
1. NID to NID Connection		
2 Wire	$0.89/NID	Not Applicable
4 Wire	$.95/NID	Not Applicable
2. Standalone NID (per NID)		
2 Wire NID	$.89/NID	$41.89
4 Wire NID	$.95/NID	$41.89
DS1 NID	$6.26/NID	$41.89
3. UNE Shared NID (per line)	$.28/Line	

Verizon proposes to include the recurring and nonrecurring rates for Dark Fiber. MCI proposes to delete these rates and add a footnote. Dispute #'s 11 and 12				
Service or Element Description:	**Recurring Charges:**		**Non-Recurring Charges:**	
XII. Dark Fiber[6]	**VERIZON:**	**MCI:**	**VERIZON:**	**MCI:**
Records Review			$269.83/Inquiry	Add footnote.
Dark Fiber - IOF				
Verizon C.O. to Verizon C.O.				
Serving Wire Center ("SWC") Charge/SWC/Pair	$13.45	Add footnote.	$41.35/SWC /Pair	Add footnote.
IOF Mileage/Pair/Mile	$131.00	Add footnote.		
IOF Mileage Installation Charge/Pair			$201.84/Pair	Add footnote.
Verizon C.O. to CLEC C.O.				
Serving Wire Center ("SWC") Charge/SWC/Pair	$13.45	Add footnote.	$41.35/SWC /Pair	Add footnote.
Channel Termination Charge/CLEC C.O.	$155.89	Add footnote.	$332.87/CLEC C.O.	Add footnote.
Unbundled Dark Fiber - Loop				
SWC Charge/SWC/Pair	$13.45	Add footnote.	$37.44/SWC /Pair	Add footnote.
Loop Charge/Pair/Rate Group:				
Density Zone 1	$172.01	Add footnote.	$542.89/Pair	Add footnote.
Density Zone 2	$255.87	Add footnote.	$542.89/Pair	Add footnote.
Density Zone 3	$322.91	Add footnote.	$542.89/Pair	Add footnote.

Service or Element Description:

XIII. EEL Combinations

The applicable rates for EEL Combinations are equal to the recurring and nonrecurring rates for the individual unbundled loops, unbundled dedicated transport, and multiplexing that comprise the EEL arrangement. In addition, a monthly recurring EEL test charge applies per EEL loop.

	Recurring Charges	Non-Recurring Charges
A. EEL Loop Test Charges		
2 Wire Analog - per loop	$0.38/Loop	Not Applicable
2 Wire Digital - per loop	$0.49/Loop	Not Applicable
4 Wire Analog - per loop	$1.20/Loop	Not Applicable
DS1 - Per Loop	$2.64/Loop	Not Applicable
DDS/56 KD Loop	$1.30/Loop	Not Applicable
B. EEL IOF Voice Grade Transport		
Fixed	$28.07 (includes both ends)	DS1 IOF Install NRC shall apply, per line
Mileage	$.13/mile	DS1 IOF Disconnect NRC shall apply, per line.

Service or Element Description:	Recurring Charges	Non-Recurring Charges
XIV. UNE PLATFORM COMBINATIONS[14]		
Centrex Platform		**POTS/ISDN BRI:** $.26/Migration per line $.26/Install per line $.26/Disconnect per line
ISDN Centrex Platform		**POTS/ISDN BRI:** $.26/Migration per line $.26/Install per line $.26/Disconnect per line
POTS Platform		**POTS/ISDN BRI:** $.26/Migration per line $.26/Install per line $.26/Disconnect per line
Coin Platform		$.26/Migration per line $.26/Install per line $.26/Disconnect per line
Public Access Line Platform		$.26/Migration per line $.26/Install per line $.26/Disconnect per line

[14] The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:	
Verizon and MCI dispute Platform NRCs as shown below. Dispute #4			
		VERIZON:	**MCI:**
DS1/DID/DOD/PBX Platform		DS1 Loop to Customer Premise NRCs shall apply	$.26/Migration per line $.26/Install per line $.26/Disconnect per line
ISDN PRI Platform		DS1 Loop to Customer Premise NRCs shall apply	$.26/Migration per line $.26/Install per line $.26/Disconnect per line
POTS/ISDN BRI FX Platform		POTS/ISDN/BRI Loop NRCs shall apply	$.26/Migration per line $.26/Install per line $.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		DS1 Loop to Customer Premise NRCs shall apply	$.26/Migration per line $.26/Install per line $.26/Disconnect per line
ISDN PRI FX Platform New Initial		DS1 Loop to Customer Premise NRCs shall apply	$.26/Migration per line $.26/Install per line $.26/Disconnect per line

C. RESALE[15]

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if MCIm provides own operator services platform	14.74%
Resale of retail services if MCIm uses Verizon operator services platform	13.11%

15 All rates and charges specified herein are pertaining to the Resale Attachment.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
D. OPERATION SUPPORT SYSTEMS		
1. Ongoing and Recovery of one time expense (from 1/29/04-1/29/14)	$.85/per UNE Loop/Platform/Combination or Resold Line/per month	Not Applicable
Ongoing only (after 1/29/04)	$.48/ per UNE Loop/Platform/Combination or Resold Line/per month	Not Applicable
2. Billing - Changes in rate structure. CD-ROM. Communication Ports, and DUF Transport no longer applicable per PLM		
a. Daily Usage File		
a.1. Existing Message Recording	$.00111/Message	Not Applicable
a.2. Delivery of DUF		
Per Media (Data Tape/Cartridge)	$21.36/Tape or Cartridge	Not Applicable
Per Record Transmitted (f/k/a Network Data Mover)	$.000133/Message	Not Applicable
E. 911/E911		
Transport	Per section B. Above	
Data Entry and Maintenance	No Charge	

Verizon and MCI dispute Time and Materials NRCs as shown below. Dispute #6

	Recurring Charges:	Non-Recurring Charges: VERIZON:	Non-Recurring Charges: MCI:
F. Time and Materials			
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	$27.35/Premises Visit $11.74 Labor Charge/ Quarter Hour After First Quarter Hour	$11.74 Labor Charge/ Quarter Hour starting from dispatch. Charges only applicable to Inside Wire jobs.
Labor - CO Technician	Not Applicable	$11.15 per Quarter Hour	

Verizon and MCI dispute Misdirected & TC Not Ready NRCs as shown below. Dispute #6

G. Repair			
Misdirect Out (combination of Labor $11.74 and Premise Visit $27.35)	Not Applicable	$39.09 per occurrence	
Misdirect In (combination of Labor $11.15 and Premise Visit $27.35)		$38.50 per occurrence	Delete from Pricing Schedule
TC Not Ready		$27.35 per occurrence	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
H. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
	Retail rates per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Retail rates per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to MCIm per separate arrangement	
I. Intrastate Collocation	As applicable per Verizon VA SCC Tariff No. 218 as amended from time to time.	

TAB 5

ISSUE	VERIZON'S POSITION	AT&T/MCI'S POSITION
1. Should the non-recurring rates for hot cuts contained in the Bureau's Order, Appendix A, apply to the migrations described in section 11.9 of the AT&T agreement and section 3.17 of the MCI agreement or should there be a separate rate for those coordinated hot cuts? Should a footnote be added to the Unbundled Loops section defining the hot cut migration to which the ordered rates apply?	Yes. The Bureau's Order makes clear (¶¶ 602-604) that the hot cut/migration rate it ordered was for a simple two-step, "highly automated" process and that a CLEC would have to pay a different, higher rate if it wanted a process "that includes more manual intervention by Verizon to reduce the risk of error caused by either party." The MCI and AT&T contracts define a hot cut process with greater coordination than reflected in the two-step process to which the Bureau's ordered rate applies (MCI Contract, Network Elements Att., § 3.17; AT&T Contract § 11.9). Thus, there should be a different, higher rate for the hot cut process defined in the contract, as well as language defining the automated hot cut/migration process to which the Bureau's ordered hot cut/migration rate applies. Thus, the Bureau should adopt the footnote on page 13 of the proposed AT&T pricing schedule and page 15 of the proposed MCI pricing schedule, as well as the rates for coordinated hot cuts shown on page 15 of the AT&T pricing schedule and page 17 of the MCI schedule.	The Bureau adopted hot cut rates from the AT&T/WorldCom NRCM as TELRIC compliant and appropriate in most cases. (para 602-604). The Bureau also stated, in footnote 1551 that the AT&T/WorldCom NRCM rates would not be appropriate for designed elements above the 2-wire voice grade level. Verizon is trying to leverage that exception to reintroduce additional coordination costs into its charges for all hot cuts, even the standard 2-wire voice-grade loop hot cuts described in the contracts for which the Bureau's order set the $5.01 TELRIC rate.
2. Should there be non-recurring rates for dark fiber, including for records review, instead of the Fiber Cross Connects (LGX) Install and Disconnect in Appendix A? **(AT&T issue only)**	Yes. Verizon incurs non-recurring costs in performing a records review and in provisioning dark fiber. These costs are not included in the recurring rates. Indeed, the AT&T contract specifically requires that AT&T request a records review (§ 11.2.15.4). The AT&T/WorldCom model, however, does not account for any of the work Verizon performs to access fiber records in databases and/or paper records to determine what	The rates for dark fiber in the AT&T/WorldCom NRCM (Appendix A, Fiber Cross Connects (LGX) as explained in the technical assumptions binder (NTAB), assume Verizon would provide access to fiber records via an OSS. Cost associated with creation and maintenance of the database as well as the creation of the templates and inventory for the OTDR (FC-5000) system, and NMA surveillance OSS system are already

	routes are available between the two requested points and review inventories for spare dark fiber. In fact, AT&T/MCI's non-recurring model fails to produce non-recurring dark fiber rates. As a result, it is reasonable to use the existing non-recurring dark fiber rates, which the *Virginia 271 Order* approved in finding all of Verizon's existing non-recurring rates to be TELRIC-compliant. AT&T/MCI's proposal to use the non-recurring rates for fiber cross connects install and fiber disconnect makes no sense, since, as their own documentation for the non-recurring model states, those tasks involve the installation of cross-connects *in the central office*, while the work needed for provisioning dark fiber loops and channel terminations occurs in the field. Thus, the Bureau should approve the non-recurring rates shown on page 23 (AT&T) of the proposed pricing schedules.	accounted for in the EF&I factors of the recurring element rates. The Fiber cross-connects are defined as a bi-directional 2 fiber, fiber-to-fiber connection through the LGX cross connect panel or fiber distribution panel (FDP) to establish a fiber path from the collocated space to the CLEC point of interconnection (POI) As such the labor cost involved to place fiber cross-connection was calculated appropriately in the AT&T/WorldCom NRCM.
3. Should there be non-recurring rates for time and materials in connection with dark fiber? **(AT&T issue only)**	Yes. Time and material charges are utilized to recoup costs Verizon incurs when AT&T requests optional engineering services to improve the transmission characteristics and/or to repair dark fiber. The AT&T contract specifically provides for these charges (§ 11.2.15.5). Prior to any work being performed, AT&T will receive an estimate outlining the work and all associated costs and, at that time, decide whether to order the job or not. Verizon only assesses the charges if AT&T does decide to order the services. Accordingly, the Bureau should adopt Verizon's proposed rate for time and materials for dark fiber as shown on page 23 of the proposed AT&T pricing schedule.	See item 2

4. What should the non-recurring rate be for DS1/DID/DOD/PBX, ISDN PRI, POTS/ISDN BRI FX, DS1/DID/DOD/PBX FX, and ISDN PRI FX platforms?	Provisioning these types of sophisticated platforms requires greater work than provisioning an ordinary DS0 platform. For example, these platforms require multiple orders and specialized design work. Thus, the ordered non-recurring rate for DS0 platforms should not be applied to these platforms. Instead, as shown on page 26 (AT&T) and page 31 (MCI) of the proposed pricing schedules, the ordered NRCs for the closest comparable loop type should apply (DS1 Loop NRCs in all cases except POTS/ISDN/BRI FX, for which the POTS/ISDN/BRI Loop NRCs should apply).	The 100% DIP/DOP assumptions contained in the AT&T/WorldCom NRCM (adopted by the Bureau at Para. 588) are applicable for all Platform combinations, so that the $.26 service order fallout cost is the correct non-recurring rate for these elements the same as the other Platform elements.
5. What should the non-recurring rate be for Customer-Specified-Signaling 2-Wire Loops?	A Customer-Specified-Signaling (CSS) loop requires significantly more engineering time to provision than an ordinary 2-wire loop. The MCI and AT&T contracts differentiate between a standard 2-wire loop and a CSS loop, noting that the latter involves specific types of signaling and requires reference to a different set of standards (MCI Contract, Network Elements Att. ¶ 3.1; AT&T Contract, § 11.2.1). Thus, the ordered non-recurring rate for a 2-wire loop understates the relevant costs of provisioning a CSS loop, since it fails to account for the work involved in provisioning the required signalling. The ordered non-recurring rate for a 4-wire loop is a better approximation of the relevant costs, since provisioning a 4-wire loop involves additional work as compared to a basic 2-wire loop. Accordingly, the Bureau should adopt Verizon's proposed rate as shown on page 14 (AT&T) and page 16 (MCI) of the proposed pricing schedules.	AT&T/WorldCom maintains that 2 wire loops in the AT&T/WorldCom NTAB also apply to Customer-Specified-Signaling. The NRC rates should be set the same as 2 wire POTS ISDN/BRI element.

6. Should there be non-recurring labor and premise visit rates for repair-related misdirects and for customer not ready?	Yes. Where a CLEC requests that Verizon perform repair work, it is the CLEC's obligation to test and isolate the trouble and direct Verizon to the location where repair is needed. If (1) the CLEC directs Verizon to the wrong location (a "misdirect in" where the CLECs sends Verizon to a central office location when the trouble is on the outside plant and a "misdirect out" where the CLEC sends Verizon to an outside location when the trouble is in the central office, (2) the trouble is not on Verizon's network, or (3) the customer is not ready for the repair work, Verizon cannot gain access to the customer premise, or the customer is not ready for installation to be performed (collectively, "customer not ready"), Verizon incurs labor costs for which it must be compensated. These costs for unwarranted visits are not included in ordinary repair or installation costs, and there is no reason that Verizon should bear these costs for the CLEC's error. Indeed, the MCI contract explicitly provides for these charges (MCI Contract, Network Elements Attachment §§ 1.3, 15). Moreover, requiring CLECs to bear these costs would provide the proper incentive to CLECs to provide accurate information to Verizon. In the case of a misdirect, Verizon should be compensated for the costs of the inside or outside dispatch, testing, and the labor time involved in ascertaining the mistake; in particular, the price schedule should reflect the costs for a quarter hour for this labor time. Where the trouble is not	Consistent with the AT&T/WorldCom NRCM, and the findings of the Bureau at Para. 585-588, repair work (with the exception of inside wire) including dispatch are included in network maintenance costs recovered in recurring rates. Additional NRCs would result in double recovery and should not apply for service calls related to repair requests.

	on Verizon's network Verizon should be compensated through time and material charges. And in the case of "customer not ready," Verizon should be compensated for the cost of a premises visit. Accordingly, the Bureau should approve the charges for each of these scenarios as shown on page 29 (AT&T) and page 33 (MCI) of the proposed pricing schedules.	
7. Should the IOF rates include the language "in the middle" to indicated that Options 1, 2, and 3 include only muxing/DCS between the originating and terminating end and not at the IOF terminating end where the call is handed off to the CLEC? Should there be separate rates for muxing/DCS at the terminating end?	Yes. Verizon consistently contended in this proceeding that "multiplexing in the middle" is a key function of IOF that cannot be segregated out, which is why, for example, Verizon contended and the Bureau agreed that Verizon did not need to offer the Option 4 IOF (without multiplexing or DCS). (*Compliance Order* ¶ 31). Verizon also contended that it should not be required to provide muxing/DCS at the *terminating* end of the facility at all, but the Bureau ultimately held that Verizon not only had to provide IOF with muxing in the middle, but also had to "provide multiplexing at the termination of the facility *if WorldCom so requests.*" (*Non-Cost Order* ¶ 499). The Bureau's *Order* thus permits CLECs either to obtain IOF with just muxing/DCS in the middle, or with muxing/DCS in the middle *and* at the end. The IOF rates addressed in the *Compliance Order* all include muxing in the middle because that is inherently included in IOF. But muxing/DCS at the terminating end is an optional service for CLECs, and a separate rate option must be offered that accounts for the costs of that additional muxing/DCS. Thus, the Bureau should	There is no basis in the interconnection agreement, or the Bureau's Orders for limiting the IOF elements by inserting "in the middle" into the description or creating separate stand alone rates for muxing/.DCS. In fact, the Board accepted Verizon's argument that DCS or multiplexing should be included in the IOF rates because they are integral parts of dedicated transport, that there should not be a standalone UNE for DCS or transport multiplexing,(August 29 , 2003 Order at Para 509) and that it is not technically feasible to remove multiplexing without leaving bare interoffice fiber cable (January 29, 2004 Order at Para. 27 and 31.

	approve Verizon's rate for muxing/DCS at the termination end as shown on page 6 (AT&T) and page 7 (MCI) of the proposed pricing schedules, the language stating that the IOF rates include muxing/DCS "in the middle," and the footnote stating that muxing/DCS at the terminating end is available only in conjunction with IOF.	
8. Should the pricing schedule contain rates for line and station transfers pertaining to loops used in the provision of DSL and other high capacity services?	Yes. The MCI contract makes specific reference to line and station transfer charges (MCI Contract, Network Elements Att. ¶ 4.3). Verizon cannot be required to perform this work for free, as the CLECs' position would require. The current rates in Virginia, which were approved in connection with Verizon's 271 application, contain a rate for line and station transfer and, since the AT&T/MCI non-recurring model does not produce any such rate, the 271-approved rate should be adopted. Accordingly, the Bureau should approve the proposed rate for line and station transfers in connection with installation work as shown on page 15 (AT&T) and page 17 (MCI) of the proposed pricing schedules.	Line and station transfers are required to rearrange working services to free up facilities for service and maintenance demand. Consistent with the AT&T/WorldCom NRCM, and the findings of the Bureau at Para. 585-588, rearrangements are included in network maintenance costs recovered in recurring rates. Additional NRCs would result in double recovery.
9. Should collocation rates apply to line sharing and line splitting arrangements?	Yes. When a CLEC orders line sharing or line splitting, it needs to have the requisite collocation space in the ILEC's end office for placement of their splitters, DSLAMs, and any other equipment of their choice. The MCI and AT&T contracts explicitly provide that where they order collocation (or a collocation augment) in connection with a line sharing or line splitting arrangement, normal collocation charges apply (MCI Contract, Network Elements Att. §§ 4.4.7, 4.7.2; AT&T Contract Schedule 11.2.17, § 1.3.4).	No, not in the manner specified by Verizon. Verizon is fully aware that MCI and AT&T have paid the Initial Application Fee and Subsequent Application Fee for establishing collocations; furthermore, MCI and AT&T do not dispute the inclusion of Collocation rates generally in Sec B.I: Intrastate Collocation. All necessary augments, cabling, CFAs are established and paid for prior to issuing line sharing/line splitting orders. Verizon is well aware that these charges are paid by the CLEC upfront. The additional

	That is consistent with the Commission's rules, and the Bureau's Order does not change that. There is no basis for MCI's and AT&T's apparent assertion that they should receive the required collocation for free. Thus, the Bureau should make clear that collocation rates apply to line sharing and line splitting arrangements and adopt the entries on the pricing schedule that cross-reference the applicable collocation tariff as shown on pages 18 & 20 (AT&T) and pages 21 & 23 (MCI) of the proposed pricing schedules.	collocation charges that Verizon seeks to apply per line sharing/line splitting order should not be applicable. Furthermore, these additional charges are neither ordered by the FCC nor agreed to by the parties and thus, should be stricken from the pricing appendix.
10. Should there be a non-recurring rate for LIDB Storage of Data? **(MCI issue only)**	Yes. Paragraph 11.5.2.3 of the Network Elements Attachment to the MCI contract provides that MCI can store subscriber information in Verizon's LIDB. Verizon incurs costs for adding this information to that database and is entitled to be compensated for those costs. Because the AT&T/WorldCom model does not produce a non-recurring rate for this task, the Bureau should adopt the existing, 271-approved non-recurring rate for this task as shown on page 25 of the proposed MCI pricing schedule	No. This rate element is not included in the FCC's order nor is it an agreed to rate. Subject to the FCC's instructions in Para 41 and 45, this rate element should be stricken from the pricing appendix. This is only an issue between MCI and Verizon as Verizon is not requiring AT&T to include this rate in the AT&T interconnection agreement.
11. Should there be rates for certain elements (IOF OC-3, IOF OC-12, Entrance Facilities OC-3, Entrance Facilities OC-12, Feeder DS-3 Subloop, and certain Dark Fiber elements) that are no longer required under the Commission's rules in connection with the *Triennial Review Order*? **(MCI issue only)**	Yes. Verizon agrees that these elements are no longer required to be provided under the Commission's rules. However, to the extent the contract could be interpreted to require Verizon to provide these elements until the parties negotiate an amendment to reflect that change in law, the pricing schedule should include rates for these elements so that Verizon is not otherwise required to provide them for free. The Bureau's *Cost Order* itself adopts recurring rates for many of these elements. Accordingly, the Bureau should	No. These non-recurring rates were not included in the FCC's order nor are they mutually agreed to by the Parties. Verizon seeks to insert its proposed NRCs here even though MCI is willing to: (i) remove these line items entirely from the pricing Appendix, and (ii) make clear that MCI cannot purchase these items under the contract, subject only to the ability to renegotiate such items in the event that a change in law requires Verizon to provide unbundled access to such elements in the future. Verizon is unwilling to

	adopt the rates shown on pages 4-7, 9, 24, and 28 of the proposed pricing schedules. Alternatively, the Bureau should include language in the contract making clear that Verizon is no longer required to provide these elements, such as the following: "Notwithstanding the terms in the Agreement, MCIm does not have the right to obtain from Verizon, and Verizon does not have the obligation to provide to MCIm, OCn Entrance Facilities, OCn IOF, Feeder DS-3 Subloop, and dark fiber; provided, however, that if and to the extent Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide one or more of the foregoing as an unbundled network element, the Parties, pursuant to Part A, Section 4 of the Agreement, shall negotiate rates, terms, and conditions of an amendment to effectuate such obligations."	permit MCI the ability to renegotiate the inclusion of these items and the relevant pricing in the event of such a change in law. This is only an issue between MCI and Verizon because in Verizon's view the language of the AT&T ICA pre-conditions Verizon's obligation to provide such elements on the existence of a regulatory requirement. Presumably, that language would require conversely AT&T and Verizon to revisit the ability to purchase these elements in the event that the regulatory requirements change in the future – something that Verizon seeks to deny MCI.
12. Should there be rates for certain dark fiber elements that the contract may otherwise be interpreted to require, but that MCI states it will no longer order? **(MCI issue only)**	Yes. To the extent the contract could be interpreted to require Verizon to provide these elements, the pricing schedule should include rates for these elements so that Verizon is not otherwise required to provide them for free. Accordingly, the Bureau should adopt the rates shown on page 28 (MCI) of the proposed pricing schedules. Alternatively, the Bureau should eliminate the language in the contract that could be interpreted to require Verizon to provide these elements.	Please see issue # 11.
13. Should the pricing schedule contain a footnote to	No. Contrary to MCI's suggestion here, Verizon does not apply the manual loop qualification to	Yes. Subject to the underlying interconnection agreement, the Manual Loop Qualification charge

the manual loop qualification rates cross-referencing the section of the contract concerning manual loop qualification? **(MCI issue only)**	all xDSL orders. Instead, the charge applies as specified in the contract. Most of the rates in the pricing schedule are related to particular contract sections that define the terms under which a specific UNE must be provided; the pricing schedule does not contain cross-references for all those other rates, and it would be unwieldy to do so. There is no reason to treat manual loop qualification differently. The addition of this footnote is unnecessary.	is only applied in the limited circumstance where Verizon's mechanized database on loop facilities does not contain information to determine if the loop is compatible for ADSL, HDSL, IDSL or SDSL. Leaving out the footnote would suggest that the Manual Loop Qualification is required on all xDSL orders.
14. Should there be language in the pricing schedule providing that Verizon is entitled to assess AT&T and MCI access charges when they use the switching UNE where permitted by applicable law?	Yes. In paragraph 549 of the *Non-Cost Order*, the Bureau specifically ruled on this issue and found that "state commissions have authority to determine whether calls passing between LECs should be subject to access charges or reciprocal compensation for those areas where the LECs' service areas do not overlap. Accordingly, we do not disturb the existing distinction in Virginia between those calls subject to access charges and those subject to reciprocal compensation." In other words, contrary to AT&T/MCI's suggestion, Verizon is not seeking access charges for calls CLEC customers make to IXCs, but rather for intraLATA toll calls that originate with a UNE-P customer and that Verizon terminates. The Bureau has already agreed that Verizon is entitled to collect these charges in accordance with Virginia law. In accordance with this determination, AT&T agreed to and signed the current contract on October 8 with the same language it and MCI seek to strike here. AT&T/MCI should not be permitted to reargue an issue that they have already lost in this	No. The language in Verizon's footnote should be stricken as there is no circumstance where Verizon is entitled to charge MCI access for use of Verizon's Local Switching UNE. MCI's lease of the Local Switching UNE entitles MCI to use Verizon's network as if it was MCI's own network. As such, and as clearly indicated in the FCC's Local Competition Order, MCI is entitled to charge access to IXCs for calls made to and from MCI's UNE Switching customers. Verizon is not entitled to charge MCI access in that scenario.

	proceeding.	

CERTIFICATE OF SERVICE

I do hereby certify that true and accurate copies of the foregoing Compliance Filing were served by electronic mail on this 24th day of March, 2004, to:

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